

CITY OF NORWALK

**THIRD TAXING DISTRICT**

**SPECIAL MEETING**

**FEBRUARY 6, 2003**

**ATTENDANCE:** David L. Brown, Chairman; Paul S. Coggin, Steve Feinstein

**OTHERS:** Attorney Larry Dennin, Mr. Paul Wallace

The Chairman opened the Special Meeting at 3:08 p.m.

**APPROVAL OF ACCEPTANCE LETTER TO GEORGE LEARY**

Mr. Coggin suggested considering the letter under Executive Session to discuss an employment issue.

**\*\* MR. COGIN MOVED TO GO INTO EXECUTIVE SESSION TO  
CONSIDER THE ACCEPTANCE LETTER TO GEORGE LEARY.**

**\*\* MR. FEINSTEIN SECONDED.**

**\*\* MOTION PASSED UNANIMOUSLY.**

The Chairman moved the meeting into Executive Session at 3:10 p.m. The Chairman closed the Executive Session at 3:35 p.m. and reconvened the Special Meeting.

**\*\* MR. COGGIN MOVED TO APPROVE THE OFFER LETTER AS**

DRAFTED AND NOTED AS A DRAFT LETTER DATED JANUARY 30, 2003 AND APPROVE AS WRITTEN EXCEPT FOR ONE ADDITION AS FOLLOWS. THE THIRD BULLET ON THE FIRST PAGE, THE END OF THE FIRST SENTENCE ADD "COMMENSURATE WITH ITS TERMS AND CONDITIONS." THE MOTION INCLUDES NOT ONLY AUTHORIZING THE LETTER BUT AUTHORIZING COMMISSIONER COGGIN TO PRESENT/DELIVER THE LETTER TO MR. GEORGE LEARY. ALSO THE WORDING ON PAGE TWO AT THE BOTTOM THE PHRASE "PAUL F. COGGIN, COMMISSIONER AND EXECUTIVE PERSONNEL SEARCH COMMITTEE POINT PERSON", THE WORDS "AND EXECUTIVE PERSONNEL SEARCH COMMITTEE POINT PERSON" WILL BE REMOVED FROM THE LETTER PRESENTED TO MR. GEORGE LEARY.

**\*\* MR. BROWN SECONDED.**

Mr. Feinstein stated he was opposed to the letter in its entirety. He spelled out his opposition during a meeting on January 27, 2003, point by point, his objection to the terms used for hiring the general manager. He asked that his comments as noted in the minutes be incorporated in today's discussion. He further objected to the severance package that was a one week per year package. He also stated that the salary (\$95,000) and housing allowance (\$12,000) amounts for the new manager as well as a salary of \$24,000 for a financial manager were unacceptable. There is a provision for termination without cause must have a full vote by the Commission. He felt that the Commission should not have to go along with a decision when there is a minority representation and they have a voice. He further objected to the vagueness of the letter. Attorney Dennin was asked to incorporate the contract into the letter. He felt that there did not need to be another draft letter. He felt that they did not get a flat rejection from the initial letter. Some of the points were incorporated in the contract and he felt that Mr. Leary should not be stirred wrong. Mr. Leary will have to sign an employment

contract and it is possible that the terms might change from the letter and make him felt uncomfortable and not wish to work for the District. These were Mr. Feinstein's objection to the letter.

Mr. Coggin added a clarification on the former manager's terms for severance. It was one month per year with a cap at twelve months. Mr. Coggin said the terms will stay the same in the contract as in the letter. The terms of the letter will be locked in a formal contract. The terms will not change when the information goes to contract.

Mr. Brown said the financial manager would be hired whether Mr. Tenore accepted or not. Mr. Brown's intent had always been to separate out the financial responsibility from management of the District. The three financial activities under the control of one individual was not good. This way the work is separated and checks and balances can be put in place. A District Clerk will be responsible.

Mr. Feinstein responded to Mr. Coggin's comment that the letter has to go through Mr. Leary for final approval and that is why he felt going right to contract would have been better. With respect to Mr. Brown's comments, he stated that for a first year manager there is an 18% increase compared to that of Mr. Tenore when he left the position. Mr. Brown stated that the housing allowance enables the new manager to move.

\*\* MOTION PASSED WITH ONE VOTE IN OPPOSITION

(MR. FEINSTEIN).

### RATIFICATION OF UNION CONTRACT

Mr. Coggin stated that on page 22 of the contract there is schedule of position and wages through 2002 – 2006. There is a percentage noted above each year and there is no indication what the percents mean. The percentages are the annual increases in wages for the years noted. The 2002 numbers are 3.9% higher than the pervious years numbers; 2003 are 3.9% higher than 2002; 2006 is 3.8% higher than 2005; 2005 is 3.8% than 2004; 2004 is 3.8% higher than 2003. Mr. Coggin noted a letter from Chris Hodgson, Labor Attorney for the District, dated January 4, 2003 directed to Mr. Paul Wallace. The letter outlined the verbal agreement regarding the language in the contract. Mr. Coggin read the letter aloud. A copy of the letter will be added to the minutes on file.

Mr. Wallace stated he did receive the January 24<sup>th</sup> letter and did not know if a grievance would be filed what their position would be. Mr. Coggin inquired whether Mr. Wallace agreed that the Union would not be bound by the letter. He replied they would not be bound by the letter.

Mr. Feinstein noted that there was “white-out” on page 22 of the document. He wanted it clear that the Commissioners did not make a correction after the document was signed. Mr. Wallace agreed.

He asked about the titles of those who are second level supervisors and a third position “Chief Plant Inspector” was not removed and treated as supervisory. Mr. Brown interjected that the legal counsel was not at the meeting. Mr. Wallace stated that this meeting was for ratification and did not wish to get into a discussion without legal counsel for the District present. He further stated who was in the bargaining and who was out is the function of a petition. Mr. Feinstein commented he did not recall voting on this issue. Mr. Wallace stated that it was agreed to in a meeting on January 23, 2003, to remove those positions by District agents and representatives. This action happened during negotiations and this was the outcome of the petition.

Mr. Feinstein stated that the Commission was being asked to ratify a contract that he did not have a vote upon during negotiations when an agreement was made by the result of the petition. He felt this was a unilateral act. Mr. Wallace said he did not feel that was the case. He stated who was in or out of the bargaining was done to give you a proper reflection of the position titles and classifications so that the people would not be paying those who were not in the bargaining unit or budgeting vacant positions. This is just an update to the exact moment reflecting the accuracy of the collective bargaining. There was nothing done unilaterally from either side.

Mr. Coggin asked what the petition was filed for. It was filed in hopes that the District's petition would prevail in removing certain positions, i.e., line superintendent and office manager from the collective bargaining. The discussion varied whether the positions should be in or out of the collective bargaining process. Mr. Coggin expressed what legal counsel had done in guiding the Commission with respect to positions in and out of the bargaining process.

Mr. Brown said the term superintendent and manager should be removed from the contract. The term tester does not meet the criteria. He said that each change made at the table was not brought back to the full Commission. The changes were statutorial, not political.

Mr. Feinstein repeated that the bringing of a petition to remove positions from the bargaining table is the job of the Commission, not a committee. Mr. Brown stated that those chosen to sit in were directed by Attorney Hodgson as legal counsel. Mr. Feinstein said his question still stood as to why the title for the supervisor had not been changed.

Mr. Brown stated that this is the time for ratifying the contract, not reinvestigating the reasoning behind the changes in titles. Mr. Brown stated that if Mr. Feinstein was selected for the negotiations a decision made and backed by Attorney Hodgson, he would have nothing to say about the decision.

**\*\* MR. FEINSTEIN MOVED TO GO INTO EXECUTIVE SESSION TO**

**REVIEW THE PETITION REGARDING THE UNION CONTRACT COLLECTIVE BARGAINING.**

**\*\* MR. COGGIN SECONDED.**

**\*\* MOTION PASSED UNANIMOUSLY.**

Mr. Brown moved into Executive Session at 4:35 p.m. Mr. Wallace excused himself from the discussion.

Mr. Brown closed the Executive Session at 4:38 p.m. and reconvened the Special Meeting.

Mr. Brown noted that Mr. Feinstein had an opportunity to examine the petition to remove office manager and line superintendent. He asked the Commissioners whether they were ready to vote on ratification of the contract.

Mr. Coggin referred to the letter dated January 24, 2003, and noted it could be looked at as a housekeeping issue and also as potentially substantial issue. He stated he was comfortable with the language of the letter as long as the language on page 22 of the document stays as written. He hoped that Mr. Wallace would not interpret the language differently than the verbal agreement and the letter as written. Mr. Wallace commented that the legacy on page 22 is reflective of the old collective bargaining agreement. The language of the old agreement on page 14 is reflected in the new collective bargaining agreement on page 17. It had nothing to do with the new article on management rights. The only thing the January 24<sup>th</sup> letter does is allow the Third Taxing District to exercise its position on Article 19. Mr. Wallace once again repeated he agrees with the letter. He said that the document was signed at the January 17<sup>th</sup> meeting and each side has the

obligation to affirmatively recommend. Mr. Wallace stated the Union has affirmly recommended and signed the document. He stated that Mr. Coggins negative response to this bargaining agreement and he had sat the table, is dubious at best. The linkage is sort of suspect. The agreement was reached in good faith and ratified in good faith. He hoped the collective bargaining could be ratified. He said any problem with the language could be resolved in a grievance.

Mr. Coggin said he was trying to understand the discrepancies. Mr. Wallace stated there was no discrepancy. Mr. Wallace stated that it was believed by the District that there should have been some assertion as to how one might argue what was meant by substantive changes. Attorney Hodgson put the letter together as a result of that issue.

Mr. Coggin said he seems to be missing something. He said he assumes this is the same information that was agreed to back in December. Mr. Wallace commented that the letter only says how Article 19 would be interpreted. He proceeded to explain the written document with respect to what the Commission could do with regard to the contract. He said Attorney Hodgson wrote the letter in the event the District made diminimus changes, so that a union member would not file against it. It is not tracked with the right to management clause.

Mr. Brown stated he was comfortable that Attorney Hodgson worked very closely with this issue. He said the contract as it stands is what he wanted them to do. Mr. Coggin agreed with the process carried out between Attorney Hodgson and Mr. Wallace.

**\*\* MR. BROWN MOVED TO RATIFY AND EXECUTE THE UNION CONTRACT.**

**\*\* MR. COGGIN SECONDED.**

Mr. Feinstein said he was opposed since there was no formal action by this Commission on the changes of titles in the contract.

\*\* MOTION PASSED WITH ONE VOTE IN OPPOSITION

(MR. FEINSTEIN).

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**ADJOURNMENT**

\*\* MR. FEINSTEIN MOVED TO ADJOURN.

\*\* **MR. COGGIN SECONDED.**

\*\* **MOTION PASSED UNANIMOUSLY.**

The Chairman adjourned the Special Meeting at 5:03 p.m.

Respectfully submitted,

Alvina L. Richardson

Telesco Secretarial Services

